

## CHAPTER I

<b>TITLE: GENERAL</b>	<b>Revised: July 2003</b>
<b>Responsible Organization: Office of Facilities Planning (OFP)</b>	
<b>Instructions:</b> This procedure supersedes the DGS Procedure Manual for Professional Services, dated July 1998. Please recycle the superseded document.	

### 1 PROCEDURES FOR PROCUREMENT OF PROFESSIONAL SERVICES

**1.1 THE FOLLOWING PROCEDURES GOVERN THE SELECTION OF ARCHITECTS AND ENGINEERS (A/E)** to provide professional services for both individual projects and Indefinite Quantity Contracts in the fee range as noted. The following procedures are in accordance with The State Finance and Procurement Article, Title 13, Subtitle 3, Annotated Code of Maryland, and State Procurement Regulations, Title 21, Subtitle 12, Chapters 04 and 05, Code of Maryland Regulations (COMAR).

**1.2 TOTAL FEES IN EXCESS OF \$200,000:** Expressions of interest in projects within this fee category will be solicited through announcements in eMarylandMarketplace and the Bid Board on the DGS web site. Respondent firms will subsequently be asked to submit their qualifications to the General Professional Services Selection Board (GPSSB) for evaluation by the Qualification Committee. Firms whose qualifications are rated 85% or better of the maximum attainable score are qualified for the project. The Qualification Committee will present the ranking of the firms to the GPSSB for approval. Once approved, the Negotiation Committee will initiate negotiations with the most qualified (highest ranked) of those firms. The Negotiation Committee will attempt to negotiate a fair, competitive and reasonable fee with the most qualified firm. If successful, the Negotiation Committee will present the final fee to the GPSSB for approval and subsequent recommendation to the Board of Public Works (BPW). If unsuccessful, the Negotiation Committee will terminate negotiations with the top ranked firm and initiate negotiation with the next most qualified firm. (Title 21, Subtitle 12, Chapter 04, COMAR).

**NOTE:** The A/E's proposal shall include a fee for all phases of work defined in the Request for Proposal (RFP). However, the initial contract may include only phases for which funds have been appropriated. DGS may add the additional phases to the A/E contract as funds are appropriated.

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**1.3 TOTAL FEES TO \$200,000:** Expressions of interest in projects within this fee range are solicited through announcements in eMarylandMarketplace and the Bid Board on the DGS web site. Interested firms will be asked to submit a letter of interest and/or a brief statement of qualifications to The Department of General Services (DGS) for consideration. DGS and the Using Agency (UA) will form an Evaluation Committee to evaluate the qualifications and rank the firms. Firms whose qualifications are rated 85% or better of the maximum attainable score are qualified to proceed to the fee negotiation phase. The Negotiation Committee will initiate negotiations with the most qualified of those firms. The Committee will attempt to negotiate a fair and reasonable fee with the most qualified firm. If successful, the Committee will present the final fee to the DGS Procurement and Review Board (DPRB) for approval. If unsuccessful, the Committee will terminate negotiations with the top rated firm and initiate negotiations with the next most qualified firm. (Title 21, Subtitle 12, Chapter 05, COMAR).

**1.4 INDEFINITE QUANTITY CONTRACT (IQC):** DGS will periodically enter into an IQC with one or more firms to provide architectural and engineering services to design small construction projects, perform studies (including value engineering), review documents, or write programs.

**A. Individual Assignments** on an IQC will be awarded successively to ranked firms if DGS is satisfied

- (1) with the services provided by the firm.
- (2) that the firm has sufficient personnel and resources to undertake additional work.
- (3) that the fee for the services proposed is fair, competitive, and reasonable.
- (4) that another ranked firm does not have special qualifications or experience that would positively and significantly affect performance on a particular project.

### **1.5 CHANGES TO THE A/E DESIGN TEAM**

**A. Once Approved By The GPSSB,** changes are not permitted on a design team unless written authorization is granted by the DGS Administrator for A/E Procurement.

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**B. If It Becomes Necessary** for a prime firm to release a consultant firm on an approved design team, a written request and justification shall be provided to the Administrator.

- (1) Information about the qualifications and experience of the proposed substitute firm shall be included in the written request to the Administrator.
- (2) The Administrator will reconvene the Qualification Committee from the original A/E Procurement to review the information submitted for the substitute firm.
- (3) If the Committee finds the firm acceptable and determines that its inclusion on the design team would have no effect on the order of ranking in the original evaluation, a recommendation to approve the substitution will be forwarded to the GPSSB.

**C. A Similar Procedure Will Be Followed** if it becomes necessary to add a consultant to an approved design team. In that case the recommendation to the GPSSB would also include any additional fees associated with the services to be provided by the added consultant firm.

**D. When Approved By The GBSSB,** the Administrator will notify the prime firm in writing, authorizing the substitution or addition of a consultant firm.

**E. In The Case Of An Addition Of A Consultant,** a contract modification will subsequently be issued to the prime firm to incorporate additional fees to the base contract.

**1.6 CONSULTANT AGREEMENTS WITH THE A/E:** Consultants employed by A/E firms under contract with DGS are bound by the terms of the agreement between the A/E firm and DGS and this manual.

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### **2 PHASES OF (A/E) SERVICES**

**2.1 THE A/E AWARDED A CONTRACT** for a project shall provide complete, professional services described in the Standard Form of Agreement with Architects/Engineers (Attachment 1 of this Manual) and, where appropriate, in the completed DGS Form GPSSB-20.

#### **2.2 THE SIX PHASES OF A/E SERVICES ARE:**

- A. Phase I - Schematic** including Program Verification and Concept Development when negotiated in the A/E Contract
- B. Phase II - Design Development**
- C. Phase III - Construction Documents**
- D. Phase IV - Bidding and Negotiating**
- E. Phase V - Construction**
- F. Phase VI - Post Construction**

**NOTE:** All six phases may not be required for some projects. In those cases, the OFP Project Manager (PM) will define the scope of services to be provided prior to fee negotiation.

### **3 AVAILABLE FUNDS**

**3.1 DESIGN BUDGET:** The project design-to budget (estimated construction cost) will be provided to the A/E during fee negotiations. This design-to budget is typically based on the available or expected construction funds for the program construction costs. It includes the anticipated base construction costs and current market inflation. A/E fees, construction contingencies, construction inspection and testing expenses, and other incidental costs are excluded from the design-to budget. The A/E must not exceed this design-to budget throughout the design phases.

**3.2 EXCEEDING BUDGET:** At any phase of design, if the A/E determines that the program cannot be achieved within the design-to budget, the A/E shall notify the OFP PM immediately to discuss alternatives. Submission of cost estimates that exceed the design budget, without alternatives, will not be accepted by DGS.

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### **4 THE PROGRAM AND DESIGN CRITERIA**

**4.1 THE PROGRAM** as delivered to the A/E and the A/E Qualification and Fee Proposals are firm regarding the scope of the project. The A/E is not authorized to make any changes to the program without written consent from the OFP PM.

**NOTE:** In addition to DGS approval, the Department of Budget and Management (DBM) must approve any changes to the program that will increase the cost by 7.5% or more or will increase the gross square footage by 5% or more.

**4.2 DESIGN CRITERIA** shall ensure that all State construction and renovation projects are -

**A. Planned, Designed and Constructed** to achieve efficient utilization of space and effective life cycle costs through application of sound economic and technical analyses by the A/E.

**B. Economical To Construct, Operate and Maintain.**

**C. Designed As Sound Structures** of conventional shapes that are attractive and functional.

**NOTE:** Special attention will be given to the economics of the interrelationship of architectural, structural, mechanical and electrical systems.

**D. Planned And Designed** without unnecessary features such as

- (1) low efficiency factors (see Building Efficiency Factors, Chapter IV, paragraph 5)
- (2) extensive roads, sidewalks, and parking to meet extreme requirements
- (3) elevated walkways
- (4) superfluous lighting to enhance aesthetic effects
- (5) grandiose landscaping schemes
- (6) specifying mature trees when standard size nursery stock will suffice

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**E. Designed With Lighting Systems** for high energy efficiency while maintaining IES recommended lighting levels.

**NOTE:** The A/E shall investigate the availability of energy incentive/rebate programs offered by the local utility company. Appropriate features will be incorporated into the lighting design to accrue the maximum benefit of such programs for the State.

**NOTE:** The A/E will comply with the National Energy Policy Act (DOE) prohibiting the manufacture of certain light sources.

### **5 CONSTRUCTION COST ESTIMATES**

**5.1 SUBMISSIONS:** Cost estimates must be furnished by the A/E, in accordance with the Standard Estimating Format, Attachment 3 of this Manual, at each of the following phases of work:

**A. When the Schematic Design Phase** is complete and submitted for review.

**B. When the Design Development Phase** is complete and submitted for review. This submission should include the Life Cycle Cost Analysis and Energy Conservation Analysis requirements defined elsewhere in this manual.

**C. When Contract Documents are 50%** complete and submitted for review.

**D. When Contract Documents Are 95%** complete and submitted for review.

**E. A Cost Estimate Shall Be Fully Developed** for all projects with an estimated construction bid cost in excess of \$1.0 M or as otherwise directed by DGS. This requirement may only be waived by the OFP PM, in consultation with the Chief of the OFP Project Cost Center (PCC).

**D. For Specific Projects,** as identified in the Request for Proposal, a fully developed cost estimate will be required at the preliminary, conceptual level of design. Additionally, if the 95% CD's are not complete or substantially accurate, as defined by the OFP PM, a 100% CD cost estimate, fully developed, will have to be submitted by the A/E.

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Additionally, for specific projects, as identified in the Request for Proposal, a fully developed cost estimate will be required for post-bid analysis.

**5.2 ESTIMATE QUALIFICATIONS:** As it is essential that accurate estimates be provided, it is recommended that the A/E obtain certified, professional detailed takeoff estimates as soon as the drawings are sufficiently developed to realistically obtain such an estimate. On large, complicated projects, DGS may require such an estimate as part of basic services.

**5.3 ESTIMATE SCHEDULE:** Submission of the estimate with the associated phase design documents increases the likelihood of error, if the estimate is based on design data that may be out of date. The estimate must be based on the relevant design submission. The cost estimate can be submitted up to two (2) weeks after the submission of the current design phase documents package.

**5.4 ESTIMATE FORMAT & CONTENT:** All levels of estimates shall consider the project quality, whether material or assurance. The estimator, when appropriate, and acting in the best interest of the company, client or owner should apply value engineering techniques.

**A. Estimate Levels for Various Sections** (structural, mechanical, electrical) of a project in development may not be equal. State the variation of section levels in the status evaluation portion of the estimate narrative.

**B. The Term Defined Area or System** is the equivalent of terminology such as work breakdown structure, owner's special division of specified work, or syntax area. Prepare all levels of estimates by assigning defined areas or systems and state the costs for those defined areas or systems. Maintain the integrity of the Construction Specification Institute (CSI) numbering system within each of the defined areas or systems. The estimate should follow the CSI 16 Division format for construction.

**C. The Estimate Should Be Produced Independent** of any preceding estimate and should be based only on the documents (drawings, specifications, etc.) for the current stage of design. A new estimate should not be created by editing the old estimate based on "marked up or red lined" changes in the drawings.

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**D. The Estimate Should Be Submitted in a Spreadsheet Format,** preferably in a Microsoft Excel file. The use of electronic estimating program software is strongly encouraged. It shall contain a summary of estimated costs, alternates and notes (if any), a soft copy of the estimate spreadsheet file (via email attachment or CD-ROM), and a hard copy printout of the estimate (for verification purposes).

**E. The Estimate Spreadsheet Formatting Criteria** should include columns for the *item of work*, the *unit of measurement* of an item, the *quantity* of an item, the *unit cost* of an item, and the *total cost* of an item.

**F. Escalation** should be calculated from the estimate reference point to the estimated mid-point of construction. This time frame should be multiplied by an annual escalation rate to determine the percent of escalation to be used. The escalation rate should be determined based on market conditions and industry forecasts projected at the time the design occurs. The escalation rate calculation should be explained in the Note section of the cost estimate summary.

**G. General Contractors Overhead & Profit, Bond Costs and Design Contingencies** should be calculated in accordance with industry standard allowances at the varying levels of design and the current market conditions.

**H. The DGS Cost Estimate Worksheet** (Attachment 3a of this Manual) remains a standard requirement. However, a waiver may be requested, with full justification, by the A/E. The decision to grant the waiver will be made by the OFP PM, in consultation with the Chief of the OFP PCC.

#### **I. Level One Estimate - Schematic Design**

Prepare this level of estimate with information derived from the facility program plus outline design criteria with descriptions of the following items:

General description	Soil conditions
Geographic location	Labor hours by section
Quality	Foundation requirements
Layout	Rough sketches
Size	Rough utility quantities
Intended use	Construction type/size



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The purpose of this estimate level is to provide a better defined estimate for feasibility determinations.

### **J. Level Two Estimate - Design Development**

Prepare this level estimate from not less than 25% complete preliminary design drawings and draft specifications. Information provided should include:

General site description	Engineered soil bearing
Preliminary structural design	conditions/reports
Site dimensions	Foundation sketches
Architectural construction	Preliminary mechanical dwgs.
Elevations	Preliminary plumbing dwgs.
General arrangements	Preliminary electrical dwgs.
Storm Water Management plans	Preliminary equipment plans
Sediment and erosion control plans	

The purpose of this estimate level is to establish probable costs within the range of available information. Continue defining labor hours in this level.

### **K. Level Three Estimate - Project Control / 50% Construction Documents (CD's)**

Prepare this level estimate from design drawings and specifications that are at least fifty percent (50%) complete. Use the information from previous levels and add the following well-developed criteria:

Site and utility plans	General arrangements
Detail drawings	Mechanical drawings
Topographical maps	Electrical drawings
Engineered building equipment	Elevations
Engineered structural design	

This estimate level provides a greater amount of accuracy possible with better definition and detail. Use this level for value engineering applications before the completion of specifications and design drawings.

### **L. Level Four Estimate - Contract Drawings/95% CD's**

Prepare this level estimate from not less than ninety five percent (95%) complete design drawings and specifications. This level shows the probable project cost.

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**5.5 THE TRANSFER OF ESTIMATE INFORMATION TO FIELD COST CONTROL** systems provides management the opportunity to closely monitor and control construction costs as they occur. Computer estimating and cost control programs, whether industry specific or general spreadsheet type, are especially valuable for rapid and efficient generation of both the estimate and actual construction cost information.

**5.6 FOR QUESTIONS OR ADDITIONAL INFORMATION** related to the cost estimate requirements, please contact the Chief of the DGS Project Cost Center @ 410-767-4397.

## **6 COORDINATION AND CORRESPONDENCE**

**6.1 COORDINATION:** The OFP PM is the liaison between the UA and the A/E. The A/E shall notify the OFP PM of all conferences it would like to schedule with UA personnel sufficiently in advance of the intended meeting date to permit attendance of all appropriate personnel. Generally, the meetings will be scheduled at a DGS Facility.

**6.2 CORRESPONDENCE:** The A/E is responsible to prepare concise minutes of all conferences. Within five working days of a conference, the A/E shall distribute the original set of minutes to the OFP PM and copies to the UA and others as appropriate.

**6.3 COPIES:** Throughout project development, copies of all correspondence, estimates and other project matters shall be directed to the OFP PM. The A/E is responsible for distributing drawings and specifications for review to the OFP, the UA and other agencies. (See DGS Review Drawing Distribution, Attachment 2 of this Manual).

**6.4 PRESS RELEASES:** A/E's under contract with the State shall not issue press releases nor respond to inquiries from any media source without prior written approval from the Assistant Secretary, OFP. Inquiries from any media source shall be referred to the DGS Public Information Officer.

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### **7 PRESENTATION TO THE STATE BOARD OF ARCHITECTURAL REVIEW**

#### **7.1 REQUIREMENTS:**

**A. The Architectural Review Board (ARB)** is established in accordance with State Finance and Procurement Article, Sections 4-701 through 4-704, Annotated Code of Maryland. The A/E may be required to make a Concept Presentation to the ARB after program verification early in the Schematic Phase. This requirement will be identified in the Technical Proposal Package distributed during the Procurement of A/E services. Typically, presentations to the ARB take place toward the end of the Schematic and Design Development Phases.

**B. Notification:** The A/E will be notified of date and time of the ARB meeting and will be advised of the time limit for the presentation to the ARB. The Using Agency will be notified by OFP of the meeting and will be encouraged to be present.

**C. Considerations:** The ARB will consider all factors affecting the project, including program, siting, adaptability to the master plan (if one exists) and architectural design. The ARB, in its comments and recommendations, will evaluate the functional and esthetic aspects of the project design, and evaluate whether the project can be built economically and consistent with sound construction practices and with minimum maintenance requirements.

**D. Recommendations:** After considering the submission, the ARB members will discuss their recommendations with the A/E. The A/E will be given the opportunity to reply to the ARB's comments.

**E. The A/E Shall Record Minutes** of the discussions and distribute within seven days.

#### **7.2 CONCEPT PRESENTATION** (30 minute review) shall include:

**A. A Review** of the budget and program.

**B. Site Analysis** including review of broader context and Master Plan (if one exists).

**C. Video Or Photographs:** The A/E may prepare a video tape of the site and surrounding structures. The video shall be

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keyed to a plot plan. The video shall have a maximum play time of 5 minutes. A photographic display may be prepared in lieu of a video tape presentation.

**D. Program Organization**

**E. Current Development Of The Concept.**

**F. The A/E Shall Record Minutes** of the discussions and distribute within seven days.

### **7.3 SCHEMATIC DESIGN PRESENTATION shall include:**

**A. Site Context Plan With Photographs**

**B. Landscape Concept** discussing plant and paving materials

**C. Preliminary Floor Plan** layouts and elevations including mechanical equipment enclosures

**D. Building Sections**

**E. Model Or Perspectives** adequate to explain design

**F. Discussion Of Potential Building Exterior Materials**

**G. Concept Of Major Interior Spaces**

**H. Record Minutes** and distribute within seven days.

**7.4 DESIGN DEVELOPMENT (DD) PRESENTATION:** The Design Development Phase presentation will be required at the discretion of the Board. If required, it will include:

**A. Refined Site Plan**

**B. Landscape Plan** showing materials, patterns, and plants.

**C. Photographs Of Context**

**D. A Review Of The Budget And Program**

**E. Boards** representing plans, sections, and elevations that illustrate design

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- F. Physical Models** demonstrating massing and configuration.
- G. Selections And Samples** of major building materials and colors
- H. Interior Materials And Finishes** for major spaces
- I. Record Minutes** and distribute within seven days

**7.5 ADDITIONAL PRESENTATIONS:** Additional presentations of the schematic or design development phase may be required to resolve design concerns. When subsequent meetings are required, all previous submissions shall be made available by the A/E to the ARB. All costs associated with additional presentations shall be borne solely by the A/E unless there are special circumstances acknowledged by the OFP.

### **8 VALUE ENGINEERING:**

**8.1 THE OFP WILL UTILIZE VALUE ENGINEERING** on all projects valued at \$10 million and greater, and on selected projects under \$10 million. Value Engineering Workshops will be conducted at the end of the Schematic Phase and the end of the Design Development Phase.

**8.2 THE A/E DESIGN TEAM WILL CONDUCT A PRESENTATION** for the Value Engineering Team at the beginning of each Value Engineering Workshop to explain the design concepts and documentation that have been developed during the respective phases. This presentation and subsequent discussion will last approximately four (4) hours.

**8.3 THE A/E DESIGN TEAM WILL ALSO PARTICIPATE** in the wrap up meeting after each Value Engineering Workshop. At that meeting the Value Engineering Team will present their findings and recommendations for cost saving measures to the OFP, the Using Agency and the A/E Design Team. This meeting will last approximately four (4) hours.

**8.4 THE A/E DESIGN TEAM WILL REVIEW THE VALUE ENGINEERING REPORTS** produced and furnish written responses to the OFP Project Manager on the specific recommendations.

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### **9 CERTIFICATION OF CONTRACT DOCUMENTS**

**9.1 PROFESSIONAL CERTIFICATION:** The following certifications shall be placed on the cover sheet of the set of Contract Drawings and the seal and signature page of the Project Manual specifications book:

#### **Architects**

"The Contract Documents for the indicated public improvement were prepared under my supervision and, to the best of my knowledge, information and belief, they comply with the relevant building codes of the State of Maryland."

#### **Engineers**

"I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland,  
License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_."

**9.2 SEAL AND SIGNATURE:** All CD's (original drawings and the seal and signature page of the specifications) shall bear the seal and signature of the primary A/E. Also, the seal and signature of each consultant to the primary A/E shall be affixed on drawings and specifications within their area of responsibility.

**9.3 CARE OF CONTRACT DOCUMENTS:** It is the responsibility of the A/E to maintain Contract Document CADD and word processor files in secure storage until they are delivered to the OFP as fully corrected "as-built" record documents.

**9.4 APPROVAL OF CONTRACT DOCUMENTS BY THE STATE** does not relieve the A/E of responsibility for:

**A. The Accuracy and Completeness of All Documents.**

**B. Compliance with Required Standards, Codes, Ordinances or Other Applicable Regulations.**

**C. Compliance with the Standard of Care** governing the A/E's performance.

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### **10 PAYMENTS FOR PROFESSIONAL SERVICES**

**10.1 SCHEMATIC/DD CONTRACT:** If only Schematic and/or DD phases are included in the A/E contract, payment is made on the basis of the phases as set forth in the DGS Standard Form of Agreement with the A/E.

**10.2 FULL/PARTIAL CONTRACT:** If the A/E has a full or partial services contract, payment requests shall be in the standard form shown on Attachment 7 of this Manual. If the A/E has extra work on a Not-to-Exceed basis, payment requests shall be in the form shown on Attachment 8 of this Manual.

**10.3 PAYMENT REQUEST:** Invoices may be presented at the beginning of each month covering the costs of service during the previous month.

**10.4 REQUIRED INFORMATION:** The A/E shall submit one copy of the current Monthly Progress Report (Attachment 5 of this Manual) with each payment request. This is in addition to the monthly submission required in Division II, paragraph 2.1.

**10.5 REQUIRED SERVICES:** All services required by DGS Form GPSSB-20 must be provided prior to DGS approval of each phase and prior to DGS approval of A/E invoices for payment of applicable fees.

#### **10.6 FINAL PAYMENT**

**A.** Final payment of the A/E's **Phase V** fee shall be payable upon submission of "as-builts".

**B.** Final payment of the A/E's **Phase VI** fee shall be payable upon completion of the 23 month Post Construction inspection, in accordance with Chapter II, paragraph 16.